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Scott & Sara Ferguson

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10/1/19

Judge Fleissig
U.S. Attorney's Office
Attn: AUSA Hal Goldsmith
111 South 10th Street, 20th Floor
St. Louis, MO 63102

Dear Judge Fleissig:

Thank you for the opportunity to present our victim impact letter to you prior to Morgan Bullock's sentencing that is being held on November 8th, 2019 in the St. Louis courts. This has been a long, tiresome, and frustrating journey since we met Morgan Bullock in 2017. My name is Sara Ferguson and my husband, Scott and I were homebuyers that were in line to receive a custom-built home through Bullock Building and Development. We first met Morgan Bullock and one of his associates in September of 2017. We contacted him shortly after seeing one of his Kirkwood homesites advertised on Zillow and quickly made plans to meet with him at a subdivision at The Lake of the Ozarks that he developed. He and his associate Ryan, took us through several of the homes in the subdivision, including his own family's home. On our drive back to St. Louis, my husband and I were so happy, thinking that we had finally found the perfect builder to build a custom home for us in the Kirkwood area. In the beginning of October 2017, we decided to move forward and secure a lot in the Emerson Estates Development. We set up a time to meet with his associate at the development site, chose a lot, and gave him a personal check for \$30,000.00 while signing a "Lot Deposit" form.

Over the next several weeks, we spent time choosing a floorplan and reviewing exterior options for our home build. Once we found our dream home, we sent the picture and plans to Morgan and his team. He acknowledged and noted, "absolutely—we can build that for you". Several weeks had passed with no contact from Morgan or Ryan. We thought it was odd that they didn't keep us updated on a timeline, so we reached out. They told us that it would take several weeks for the architect to get the drawings to us and they would be in touch when they were ready. This pushed things into January 2018 and our house was supposed to be completed in May 2018. We felt that something was off as there was no progress being made. There was no work being done on any of the homesites and we couldn't understand why. When we finally received architectural drawings in March 2018, we were pressured into signing a contract to continue moving forward with our build. We were told by Morgan and his real estate agent, Laura Sanders with Coldwell Banker Town and Country, that our home would be completed by 9/14/18.

Judge Fleissig

10/1/19

Page 2

Fast forward to June 2018 and still no progress on any homesites. Still, things didn't seem right, and my curiosity got the best of me, so I decided to use Missouri Casenet to look up Morgan Bullock and Bullock Building and Development. I entered his name in the search bar, my jaw dropped, and my heart sank, it was like a punch right in the gut. Panic set in as I continued to click through all the pages of cases that read "breach of contract", "mechanic Lien" and so on. I found that he owed money...hundreds of thousands of dollars to just about everyone he has ever done business with and to the IRS. I was shocked, my heart was pounding, and I began to cry. I felt sick to my stomach as I thought about the \$30,000.00 of hard-earned money that we saved to purchase our family dream home...and now it was all gone. I contacted my husband immediately and told him what I had found. He was truly in denial for a few days and didn't want to believe that we were the victims of a scam. I immediately contacted Morgan and his real estate agent, Laura Sanders, to let them know that my husband and I wanted to be released from our contract and wanted our \$30,000.00 returned. After a couple months of pleading with Morgan, we managed to obtain half of our lot deposit back directly from him. That was our final correspondence with Morgan and still have not been reimbursed for the remainder of the lot deposit. This has obviously caused unnecessary stress and strife in our lives and has been financially traumatizing and emotionally draining. With three sons to care for, two of which are in college, this financial disaster left us scrambling.

In closing, I'd just like to add that what bothers us the most is that Morgan and his team did this intentionally. He deceived us purposely, with no intention of ever building us a home. He took our \$30,000.00 and about \$240,000.00 from 5 other aspiring home buyers to support his lifestyle and put toward other projects. Even though 2 years have passed since the encounter, we were happy to hear that justice is finally being served for this crime he has committed. During this time, we managed to move on, but still have a bitter taste in our mouths from the incident. Unfortunately, we didn't engage in a lawsuit with any of the guilty parties, rather we tried to move forward without risking more financial loss. Even though we ultimately lost \$15k to Bullock's scam, we felt like we lost much more.

Sincerely,



Scott & Sara Ferguson

Judge Fleissig,

We are writing this letter to share the impact Mr. Bullock's actions have had on our lives and the lives of our three children over the past two years. There is a clear and substantial financial impact that is well documented – however that only begins to scratch the surface of the nightmare that has been our lives for the last two years. Only now are finally gaining some closure as we are in the process of moving into our new home after over 2 years of temporary housing and 4 moves. Below is a condensed timeline of the events of the last 2 years and some of the biggest impacts to us financially and emotionally that we would ask you to consider as you determine sentencing and restitution for Mr. Bullock.

In the spring of 2017 we made the decision to find a larger home to accommodate our growing family as we had three young children – Oliver, in kindergarten, Ava, in pre-school and our youngest, Emma, who had just turned one. Timing was very important to us as we wanted to make sure that if we had to change school districts, we wanted to move in time for Oliver to start first grade in the fall to avoid uprooting him early in elementary school.

After being unsuccessful finding a home that met our needs, Mr. Bullock's Emmerson Estates development was presented to us by our real estate agent, Laura Sanders, who was our neighbor at the time and a close personal friend of Mr. Bullock's wife. We met with Mr. Bullock and his project manager multiple times discussing plans, layouts, pricing and timing for completion of a new home in the Emmerson Estates development in Kirkwood, MO. Additionally, we drove to Camdenton, MO to view previous homes built by Mr. Bullock in the area. Based on the assurances by Mr. Bullock and Mrs. Sanders, we entered into a sales contract for Mr. Bullock to build a home with closing set for August 2017 – in time for us to enroll our children in the Kirkwood School District. We paid Mr. Bullock a 10% down payment of \$60,065.55 as part of the sales contract. Based on that contract, we sold our existing home with a closing date set to align with the completion date for our new home.

In the weeks that followed, there were a number of delays in the project – Mr. Bullock claimed that they were routine (weather, contractor scheduling, etc.), and did not expect them to materially impact our closing timeline. The first communication of any substantial delays came in July 2017, at which point Mr. Bullock informed us that he would anticipated a delay in completion of the house – expecting to finish in October with a 'worst case' timing of December 2017. At this point, we were already under contract to sell our home and were stuck with no place to go. After several discussions with Mr. Bullock & Mrs. Sanders, we were convinced that the home would proceed and that this was only a temporary delay. At Mr. Bullock's suggestion, we placed our household goods in storage and were able to find temporary furnished housing to bridge the gap between the sale of our home (Aug 2017) and the new closing timeframe for the Emmerson Estates home (October 2017). Since this came with considerable additional costs (cost to move goods twice, storage fees and furnished housing), Mr. Bullock agreed to cover those charges as a result of his delays. During August and September, Mr. Bullock honored that agreement and reimbursed us for the agreed-upon costs. However, as time wore on, little progress was made on the house and we had to move to a second furnished temporary housing location in late October 2017. Mr. Bullock's explanation of delays in this period revolved around Kirkwood being difficult to work with, 'red tape' and not communicating across city departments.

In November 2017 Mr. Bullock pushed closing timeline to January 2018 and informed us that his accountant would not allow him to reimburse us directly for the agreed-upon temporary housing/storage fees and that the only option we had was to take the costs as reduction to the price of the home at closing. We felt we had no choice other than to agree since we had no home, had no household goods, had a majority of our savings tied up in the deposit of this house and had already started our children in new schools. This change was specifically written into an amendment to our sales contract, stating *"Monthly discount for living expenses and storage expenses to be taken off the final price of the house (\$4163.24 total per month) beginning November 2017. If for any reason the sale does not close due to fault of seller, seller still to reimburse the \$4163.24 per month for living and storage expenses."* In total, this would amount to \$49,958.88 in funds owed to us by Mr. Bullock in addition to the deposit money. Mr. Bullock reassured us that completing the home quickly was a priority for him. At the same time, 5 of the other 7 lots were placed under contract and we received continued reassurance from Mrs. Sanders that the development was moving forward and that these were just 'bumps in the road'.

Over the next several months, Mr. Bullock finally secured a building permit, poured foundation for our home and eventually started framing the house. Along the way, there were numerous delays which were always accompanied by some form of excuse from Mr. Bullock that involved other people being the root cause (foundation crew disappeared, materials were delayed in shipping, etc.). There was enough progress made that we were still convinced that finishing that house was our best option to move on with our lives. In retrospect, I believe that that Mr. Bullock was making just enough progress on our house to keep us and other lot depositors from walking away. Over the summer of 2018, it became clear that Mr. Bullock was the cause of the problems – that he had no credible plan to complete the home or subdivision. This is also the period when we began to see multiple lawsuits filed against Mr. Bullock from similar schemes in the Camdenton, MO area. In late September, we received notice that the land that our home was being built on was in foreclosure and would be sold at auction and that we had no claim to the house or land. Mr. Bullock still told us that he intended to complete the homes or pay everyone back and was 'working on' moving funds around to do so, which never happened.

Following the foreclosure, we were left with nothing – no recovery of our deposit, no reimbursement for expenses agreed-upon in our contract and no tangible leads on housing. We started from scratch. At this point we now had 2 of our three kids in Robinson Elementary, which had been the one part of their lives that had been stable during this period, and we didn't feel that we could move them from that school. We were able to find a location in the elementary school zone in which to build a home, but were forced to divert funds from college savings & retirement funds in order to pay the down payment as we had received nothing – not even so much as an apology – from Mr. Bullock. In an attempt to recover funds, we filed suit against Mr. Bullock and accrued over \$5,000 in legal fees attempting to collect monies owed. Recently we did agree to a settlement with Mr. Bullock and his associates that will return our deposit funds to us, amounting to a little more than \$0.50 on the dollar of what Mr. Bullock contractually owes us. We feel this is an incredibly unfair deal for us, but given our financial position, mounting legal expenses and expectation of ever recovering funds from Mr. Bullock, we had no other choice than to agree to a settlement. We would ask that you please take this into consideration when evaluating restitution for Mr. Bullock.

While this ordeal has placed a substantial financial burden on us, it is equally important to us to share with you the emotional toll this has taken on our family. The past 2 years have been the most difficult of our lives. We have been displaced from our home, without any of our household goods for over 2 years. We've had to move 4 times in the past 2 years. We became isolated from friends because we couldn't stand the thought of explaining repeatedly why we *still* didn't have a home. We can't count the number of times we've had to console crying children who just wanted their favorite stuffed animals back. Our son, Oliver was in kindergarten when we began working with Mr. Bullock – he is now in third grade. Emma, our youngest has now spent more of her life in temporary housing than she has in a permanent home. Our kids lost two years of precious childhood memories – learning to ride a bike, trick-or-treating with neighborhood friends and waking up in their own home on Christmas morning. These should have been carefree years for our kids and a time in our lives we should have been able make happy memories with them. All of that was taken from us by the continued lies and deceptions of Mr. Bullock. Instead, it was a period marked by incredible stress, anger, frustration, depression and sadness. But above all, our family was robbed of time. We spent hundreds of hours trying to salvage this situation when we should have been spending that time with our children.

Our concern is that Mr. Bullock will paint you a picture of a 'family man' who made some bad decisions and is worthy of a second chance. We expect that he will position it that he has settled with the lot depositors in an attempt to 'make it right' with his victims, when in reality, his attorneys have been abrasive, difficult to work with and very heavy-handed and have only recently renewed negotiations as sentencing approaches. We felt forced to agree to a settlement to get something tangible back and stop re-living this nightmare vs chasing Mr. Bullock for the rest of his life. Throughout the past two years, Mr. Bullock has never apologized or taken responsibility for his actions. Mr. Bullock does only what benefits him in the moment and has no regard for those he harms in the process.

For sentencing and restitution determination, we ask that you please take into consideration the financial hardship, emotional distress and harm Mr. Bullock has inflicted on our family and in particular our children who had the last two years of their lives turned upside down for his financial gain.

Thank you for taking the time to hear our side of the story – should you have any questions or need additional information, please let us know.

Sincerely,



Sara Clisbee

Andrew & Sara Clisbee

October 7th 2019

Your Honorable Judge Fleissig,

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When we first encountered Morgan Bullock we had been actively searching in the Kirkwood area for over a year for our "forever home". Over the course of our marriage we had owned three homes. We had reached a point in our lives where we were financially and emotionally ready to build OUR home, the home we specially designed to fit our own specific tastes, one that would fit our family as we grow older and eventually welcome lots of grandkids, the home with an amazing yard where lots of kids could play for hours and centrally located so we were never too far from anything. We knew exactly what we wanted and would not settle for less.

We saw the listing for Emerson Estates and felt it might have all of the elements we were looking for in our home. We began to inquire about the properties with the builder. After emailing back and forth with Mr. Bullock for a few weeks he offered to meet us at the property. November 18th, 2017 we met him at the site to look at potential lots, discuss floor plans and learn more about what they were offering. At this point we were pleased with what Morgan had to offer. We took a few weeks to research his company and from what we could find it seemed to have a good reputation. Over the next month we received a few emails and calls urging us to make a decision stating there had been others interested in the lot we were considering. We were weary of pursuing the project any further without seeing some of Mr. Bullock's work so we enlisted the help of family members to watch our children for the day and traveled to Camdenton to tour some homes that Bullock Building and Development had built. We liked what we saw but wanted to be certain we were making the right choice. We took a few more weeks to think about our decision.

December 2017, after lots of consideration and questions we finally decided to put down the lot deposit for lot 5 and sign our lot reservation form with the understanding that the deposit was fully refundable and that Bullock Building and Development would begin building our home in the next few months and would try to have it completed by the beginning of the 2018-2019 school year. The lot deposit was \$70,000 which was 10% of our estimated home cost of \$700,000 and the lot reservation form said our lot deposit was fully refundable up until we signed our final sales contract at which point that amount would go towards the final cost of the house. We felt comfort in that statement in case we changed our mind or found another house, but we were nervous to hand over the check since it was a considerably large investment for our family. At this point we were not informed that Mr. Bullock did not have zoning to build the subdivision or we would not have put down the deposit.

Following this Mr. Bullock instructed us as to the next steps in the project. We spent several months working with the architect to design our perfect floor plan. We met with the architect several times and had many emails and phone calls with the architect during this time. We measured relentlessly, sent countless photos and researched everything we could to get the perfect plan for our family. We were very excited about the final plans and couldn't wait to see them come to fruition with our family living our everyday life in those plans. We were also instructed to start visiting vendors and picking out finishes for the house. We traveled to various vendors to pick out flooring, tile, granite, cabinets and cabinet plans, and other finish details. In order to accomplish these tasks Mr. Sedlak took off a lot of time from work and we hired babysitters and asked family members to help us in watching our children so we could take the time to do these things during business hours. This was a waste of our time and

we also feel it was a waste of the vendors time and energy, especially those who had to put in time designing cabinetry plans since we had unique and specific plans.

By March, Mr. Bullock began urging us to sign our final sales contract even though we were not yet done with the floor plans or elevations, very little work had been accomplished at the building site and we hadn't been informed the property was not zoned for a subdivision. At this point we had expected to see the first house nearing completion, sewer and grading work done, roads poured and sound wall and plantings going in but none of these things were happening. We discussed our concerns with Mr. Bullock repeatedly and he continued to reassure us that the project was going well. We even requested he give us back our deposit and we would pay him in installments as certain tasks were completed. He agreed to this but when it was time to give us our deposit back, he always had an excuse for why he did not send us the check. Considering how slowly the development was progressing and the excuses we were hearing, we decided it would probably be in our best interest to hire a lawyer to look over the final contract costing us \$4,450.

Financially we have suffered a great loss. After settlements with Mr. Bullock and the realty company we have still lost over \$20,000 and additionally had to spend another \$1,875 in legal fees and taxes. In the time that had passed from putting down our deposit and now the housing market has gotten stronger, building costs have increased significantly and fewer sizable lots are available which means the likelihood that we will be able to build the house we dreamed of, saved for and planned is very small. If we had the money we paid to Mr. Bullock, the money we spent on lawyers and taxes and the time back we wasted on this endeavor, we would have been able to build our families home. We have tried to explore other options and even spent another \$2,650 trying to get plans to renovate our current home only to find out it would be too costly to pursue.

This process has been emotionally difficult as well. We have suffered the stress that is caused from having the money we had saved for our families dreams stolen from us, over a year of trying to get a house planned and built while being lied to repeatedly and seeing no return on our investment as well as no longer feeling we can trust people to follow through with their promises. Emotionally our children have struggled as well. We decided to make the move at the time we did because we felt it would be the best time for our children to deal with the changes that come with a new school district. We had two children in elementary school, one in preschool a few times a week and one at home. We thought it would be easier on them to move when they were younger giving them a chance to form strong bonds with classmates and feel at home in their new schools. We tried to prepare our children for the change and they seemed to be accepting but as the project continued to be delayed our children started to worry about their lives changing and leaving their friends, their schools and their extracurricular activities. Since we did not get to build our home and we are still looking for housing options they continue to struggle with this currently.

Mr. Bullock's actions have cost us close to \$30,000, prevented us from being able to build our home and put our life on hold as we have waited for closure.

Sincerely,

A handwritten signature in black ink that reads "Ryan and Sara Sedlak". The script is cursive and fluid.

Ryan and Sara Sedlak

October 7, 2019

Dear Judge Fleissig,

I am writing a "victim impact" letter to you on behalf of my wife and me. Obviously, you don't need the facts of the case reviewed here, but suffice it to say we were swindled out of \$50,000 by Morgan Bullock. When we asked him to return the totally refundable deposit, he promptly sent us a "bad check" for the \$50,000 via Fed Ex. You can't imagine the embarrassment we had at our bank when the branch manager escorted us into a private meeting room and told us we had been a victim of a con man. He recommended that we go immediately to the authorities and report the crime. Unfortunately, just wanting to get our money back, we contacted Morgan Bullock first, and further perpetuating his con, he was falsely contrite, and offered to get us a Cashier's Check for the entire amount. For several weeks, which then stretched into months, Bullock led us on multiple "wild goose chases", always having some excuse for failing to provide the aforementioned "Cashier's Check". One day, he even met me at a bank, but refused to go in, stating that he had already gone in, and there was a "hold" on several of his deposits, but the funds would be available in a few days. I wasted a tremendous amount of time and energy on multiple occasions trying to secure valid repayment of the money Bullock had stolen from us. I even engaged an attorney to send letters to Bullock demanding repayment. To that end, Bullock did return \$5,000 to us to buy time to secure the remaining \$45,000, which he never did repay.

Speaking of time, during this period, we wasted a tremendous amount of our time being sent on many other "wild goose chases" intended to perpetuate the scam that Bullock was allegedly going to build a home for us. We were spent many many hours being sent to architects, vendors, and meeting with Bullock's assistant, Ryan Kirchner to design the fictitious home. Not only did we have a huge financial investment, which we lost, but we also had an investment of a huge amount of time, energy and emotional anticipation, which was also wasted and lost to perpetuate Bullock's elaborate ruse. Furthermore, in full anticipation of Bullock building us a new home, we sold our primary residence and moved into a small apartment. This was supposed to be a short term arrangement, but turned into a 19 month ordeal. This put both a financial, emotional, and physical hardship on us as well. The unexpected and prolonged costs of storing our possessions and paying rent was a further financial burden. The financial, physical, time and emotional impact of Bullock's fraud was heavy for us. We even had to dip into our retirement savings to ultimately secure new housing arrangements, which we would not have had to do if Bullock simply would have returned the money we had trusted him with, that he stole.

Morgan Bullock never appeared even the slightest bit remorseful about his scam. Even when it became completely obvious that we were victims an intentional fraudulent scam, Bullock remained smug, arrogant, and unphased. When I informed him that I was going to report him to the authorities, he simply said, "Do what you think you have to do, I don't care. But you won't get your money back that way."

We would like to humbly ask the court to punish Bullock to the fullest extent of the law. Not only did he hurt us tremendously, but there were several other families equally devastated by Bullock. Certainly, we would like to be made whole financially, but since that may never happen, we would hope that Bullock pays for his crimes against us and others. We would like to have Morgan Bullock learn a lesson for his

unscrupulous behaviors and criminal actions, conning people out of their hard earned money, time and emotional investments.

Thank you for your considerations regarding the impact of Bullock's flagrant act which greatly impacted us financially and emotionally.

Sincerely,



John S. Menius

[REDACTED]
[REDACTED]